135

# TRANSCRIPT OF RECORD.

## SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1913

No. 478

THE UNITED STATES, PLAINTIFF IN ERROR,

vs.

J. A. REYNOLDS.

IN ERROR TO THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF ALABAMA.

FILED MAY 13, 1914.

(24214)

1 *Name of court, style of case, etc.*

District Court of the United States for the Southern District of Alabama.

THE UNITED STATES OF AMERICA
*versus*
J. A. REYNOLDS. } No. 4086.

June 3, 1911, indictment presented and filed charging defendant with holding one Ed. Rivers in or to a condition of involuntary servitude or a condition of peonage in violation of section 5526 of the Revised Statutes and section 269, Criminal Code of the United States; February 9, 1914, plea in bar filed to said indictment; February 9, 1914, objections or demurrers filed to said plea in bar; February 10, 1914, case argued and submitted on demurrers and objections to plea in bar; March 13, 1913, opinion and order by the court overruling demurrers to plea in bar; March 30, 1914, writ of error sued out by the United States.

The transcript of the record and proceedings under said writ of error being as follows:

*Indictment.*

UNITED STATES OF AMERICA:

District Court of the United States for the Southern Division of the Southern District of Alabama, of the May term, 1911.

SOUTHERN DISTRICT OF ALABAMA, *Southern Division.*

The grand jurors of the United States, chosen, selected, and sworn in and for the Southern Division of the Southern District of Alabama, upon their oath do find and present that on, to wit, the eighth day of May, in the year of our Lord one thousand nine hundred and eleven, within the Southern Division of the Southern District of Alabama, and within the jurisdiction of this court, and before the finding of this indictment, J. A. Reynolds, whose name, other than as herein stated, is unknown to this grand jury, late of the division and district aforesaid, did then and there hold Ed. Rivers in a condition of peonage; that is to say, did hold the said Ed. Rivers in involuntary servitude, to work out a debt which the said J. A. Reynolds then and there claimed that the said Ed. Rivers then and there owed the said J. A. Reynolds, contrary to the form of the statute in such case made and provided and against the peace and
2 dignity of the United States of America.

SECOND COUNT.

And the grand jurors aforesaid, upon their oath aforesaid, do further find and present that on, to wit, the eighth day of May, in the year of our Lord one thousand nine hundred and eleven, within the

Southern Division of the Southern District of Alabama, and within the jurisdiction of this court, and before the finding of this indictment, J. A. Reynolds, whose name, other than as herein stated, is unknown to the grand jury, late of the division and district aforesaid, did then and there hold Ed. Rivers in a condition of peonage; that is to say, did hold the said Ed. Rivers in involuntary servitude, to work out a debt which the said J. A. Reynolds then and there claimed that the said Ed. Rivers then and there owed the said J. A. Reynolds; that is to say, that the said Ed. Rivers was, to wit, during the May term, 1910, of the county court of Monroe County, in the State of Alabama, convicted in said court of the offense of petit larceny and was fined the sum of, to wit, fifteen dollars, and judgment was rendered against him by said court for the amount of said fine and also for the further and additional sum of forty-three dollars and seventy-five cents cost; and thereupon the said J. A. Reynolds confessed judgment with the said Ed. Rivers in said court for said fine and cost, and the said J. A. Reynolds did, after the conviction of the said Ed. Rivers as aforesaid, and before the finding of this indictment, at the request of the said Ed. Rivers, pay the said sum of to wit, fifty-eight dollars and seventy-five cents in settlement of said fine and cost, and by reason of said payment the said Ed. Rivers became and was indebted to the said J. A. Reynolds in said sum of fifty-eight dollars and seventy-five cents; and thereupon the said Ed. Rivers did enter into a contract in writing with the said J. A. Reynolds whereby the said Ed. Rivers agreed to work and labor for him, the said J. A. Reynolds, on the plantation of the said J. A. Reynolds, in Monroe County, and under his direction as a farm hand, to pay said sum of fifty-eight dollars and seventy-five cents, for the term of nine months and twenty-four days, at the rate of six dollars per month, together with board, lodging, and clothing during the said term of hire, said term of hire commencing on the fourth day of May, in the year of our Lord nineteen hundred and ten, and ending on the twenty-eighth day of February, in the year of our Lord nineteen hundred and eleven; which said contract was

3 substantially in words and figures as follows:

"LABOR CONTRACT.

"THE STATE OF ALABAMA, *Monroe County:*

"Whereas, at the May term, 1910, of the county court, held in and for said county, I, Ed Rivers was convicted in said court of the offense of petit larceny and fined the sum of fifteen dollars, and judgment has been rendered against me for the amount of said fine, and also in the further and additional sum of forty three & 75/100 dollars, cost in said case, and whereas J. A. Reynolds, together with A. C. Hixon, have confessed judgment with me in said court for said fine and cost. Now, in consideration of the premises, I, the said Ed Rivers, agree to work and labor for him, the said J. A. Reynolds, on his plantation in Monroe County, Alabama, and under

his direction as a farm hand to pay fine and cost for the term 9 months and 24 days, at the rate of $6.00 dollars per month, together with my board, lodging, and clothing during the said time of hire, said time of hire commencing on the 4 day of May, 1910, and ending on the 28 day of Feby., 1911, provided said work is not dangerous in its character.

"Witness our hands this 4 day of May, 1910.

"Ed (his x mark) Rivers.
"J. A. Reynolds.

"Witness:
"John M. Coxwell."

That said contract was signed in open court and was approved by I. B. Slaughter, as judge of said county court of Monroe County on the fourth day of May, 1910; that after the said contract was signed by said Ed Rivers the said Ed Rivers did work and labor for him, the said J. A. Reynolds, and during the time the said Ed Rivers was so working for said J. A. Reynolds as aforesaid, the said J. A. Reynolds did threaten the said Ed Rivers that if he, the said Ed Rivers, refused to perform work and labor for said J. A. Reynolds and to work out the said debt, he, the said J. A. Reynolds, would have the said Ed Rivers arrested and put in jail; and that the said Ed Rivers did not, after said threats were so made, voluntarily perform work and labor for said J. A. Reynolds, but, coerced and intimidated by the said threats of the said J. A. Reynolds, as aforesaid, said Ed Rivers did against his free will continue to perform work and labor for said J. A. Reynolds under the said contract until a later
4 date, towit, on or about the sixth day of June, in the year of our Lord nineteen hundred and ten; and the grand jurors aforesaid do charge and present that the said J. A. Reynolds did, in the manner aforesaid, hold the said Ed Rivers in a condition of peonage, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States of America.

THIRD COUNT.

And the grand jurors aforesaid, upon their oath aforesaid, do further find and present that on, towit, the eighth day of May, in the year of our Lord one thousand nine hundred and eleven, within the Southern Division of the Southern District of Alabama, and within the jurisdiction of this court, and before the finding of this indictment, J. A. Reynolds, whose name other than as herein stated is unknown to this grand jury, did then and there arrest and cause to be arrested one Ed Rivers, whose name other than as herein stated is unknown to this grand jury, for the purpose of compelling the said Ed Rivers to, by involuntary servitude, pay a debt which the said J. A. Reynolds claimed that the said Ed Rivers owed him, the said J. A. Reynolds; that is to say, the said J. A. Reynolds did, after the happening of the matters and things set forth in the second count of this indictment, which is here referred to, appear before one

I. B. Slaughter, who was then and there the judge of the county court of Monroe County, within said division and district, on, towit, the sixth day of June, nineteen hundred and ten, and did make and swear to an affidavit substantially in words and figures as follows, towit:

"AFFIDAVIT AND COMPLAINT.—VIOLATING CRIMINAL CONTRACT.

"THE STATE OF ALABAMA, *Monroe County, County Court:*

"Before me, I. B. Slaughter, judge of the county court of said county, personally appeared J. A. Reynolds who, being duly sworn, says that he has probable cause for believing and does believe that Ed Rivers on whom a fine of fifteen dollars was imposed in the county court of Monroe County, Alabama, at the May term, 1910, of said court, for the offense of petit larceny, who in open court signed a written contract approved by the judge of said court, whereby in consideration of J. A Reynolds and A. C. Hixon becoming his sureties on a confession of judgment for the fine and cost, agreed to perform farm labor for the said J. A. Reynolds at the rate of six dollars per month for 9 months and 24 days, and who after being released on such confession of judgment, failed or refused, without a good and sufficient excuse, to perform said labor for said J. A. Reynolds, which in said contract he promised and agreed to perform in said county within the past twelve said months, against the peace and dignity of the State of Alabama.

"J. A. REYNOLDS.

"Sworn to before me 6 day of June, 1910.

"I. B. SLAUGHTER,
"*Judge of the County Court.*"

And thereupon a warrant was issued by the said I. B. Slaughter, judge as aforesaid, for the arrest of the said Ed Rivers, which warrant was duly executed: and thereupon at the June nineteen hundred and ten term of said county court the said Ed Rivers was convicted of the offense of violating a criminal contract and was by the said court fined the sum of 1 cent and judgment was by the said court rendered against him, the said Ed Rivers, for the amount of said fine and also for the further and additional sum of eighty seven dollars ans five cents cost, and thereupon one G. W. Broughton, alias Gideon W. Broughton, whose name other than as herein stated is unknown to the grand jury, confessed judgment with the said Ed Rivers for the amount of said judgment: and thereupon the said G. W. Broughton, at the request of the said Ed Rivers, paid the amount of said judgment, out of which amount so paid by the said G. W. Broughton, alias Gideon W. Broughton, the said J. A. Reynolds was paid the amount which he claimed the said Ed Rivers then owed him; and the said Ed Rivers did then and there agree to work and labor for said G. W. Broughton, alias Gideon W. Brough-

ton, on his plantation in Monroe County and under his direction as a farm hand, to pay said sum, for the term of fourteen months and fifteen days at the rate of six dollars per month, together with board, lodging, and clothing during the time of said hire, said time of hire commencing on the seventh day of June, nineteen hundred and ten, and ending on the twenty second day of August, nineteen hundred and eleven; and the grand jurors aforesaid, upon their oath aforesaid, do further charge and present that the object and purpose of the said J. A. Reynolds in making said affidavit and causing the arrest of the said Ed Rivers was, by means of said proceedings, to cause and compel the said Ed Rivers to, by involuntary servitude, work out the debt which the said J. A. Reynolds then and there claimed that the said Ed Rivers owed him, the said J. A. Reynolds; and that the said agreement, entered into by the said Ed Rivers to work for said G. W. Broughton, alias Gideon W.
6 Broughton, was not a voluntary agreement, but that the said Ed Rivers made said agreement under the constraint of the said proceedings in the said county court; wherefore the grand jurors aforesaid, upon their oath aforesaid, do find and present that the said J. A. Reynolds did, in the manner aforesaid, arrest the said Ed Rivers and did cause the said Ed Rivers to be arrested, and did aid in the arrest of the said Ed Rivers, to be held in a condition of involuntary servitude, to work out a debt which the said J. A. Reynolds then and there claimed that the said Ed Rivers owed him, the said J. A. Reynolds, contrary to the form of the statute in such case made and provided, and against the peace and dignity of the United States of America.

WM. H. ARMBRECHT,
*U. S. Attorney, Southern District of Alabama.*

(Endorsed:) No. 4086. United States District Court, Southern District of Alabama. United States versus J. A. Reynolds. Indictment for violation of sec. #269, Crim. Code, and of sec. 5526, R. S. A true bill. W. E. Cammack, foreman. Filed in open court June 3rd, 1911. Rich'd Jones, clerk.

*Plea in bar.*

UNITED STATES OF AMERICA:

District Court of the United States for the Southern District of Alabama.

UNITED STATES
*vs.* No. 4086.
J. A. REYNOLDS.

Comes the defendant and pleads in bar separately to the first, the second, and third counts of the indictment in this cause, and says, in answer to each of said counts, separately and severally, as follows:

That at the May term, 1910, of the county court in and for the county of Monroe, State of Alabama, Ed Rivers was convicted of the offense of petit larceny, and that said county court then and there had jurisdiction of the offense of which the said Ed Rivers was charged, and also of the person of the said Ed Rivers, and that upon and when the said Rivers was convicted aforesaid, the said court, then and there having jurisdiction of the matter and of the person of the said Rivers, rendered a judgment of conviction against
7 the said Ed Rivers and fined the said Ed Rivers the sum of fifteen dollars, and also rendered judgment against the said Ed Rivers for forty-three & 75/100 dollars costs in said cause. That this defendant, J. A. Reynolds, together with A. C. Hixon, then and there confessed judgment with said Ed Rivers in open court in said county court of Monroe County for said fine and costs. That the said Ed Rivers then and there in open court, in said court, signed a written contract whereby, in consideration of the said Reynolds and the said Hixon becoming sureties for the said Ed Rivers on the said confession of judgment for the said fine and costs, the said Rivers agreed in writing to work and labor for the said Reynolds on the plantation of the said Reynolds in Monroe County, Alabama, under the direction of the said Reynolds to pay said fine and costs for the term of nine months and twenty-four days, at the rate of six dollars per month, together with board, lodging, and clothes for the said Rivers during the term of said hire, said term of hire commencing on the fourth day of May, 1910, and ending on the twenty-eighth day of February, 1911. That the copy of the said contract set out in the second count of said indictment is a true and correct copy of the contract entered into by the said Ed Rivers and this defendant in open court as aforesaid on the fourth day of May, 1910, except that the copy as set out in said indictment omits to show the approval of said contract by the judge of said court in writing, which said written approval appears at the foot of said contract in the following words: "The above contract was signed in open court by said ——— ——— and approved by me as judge of county court, in open court, this 4th day of May, 1910. I. B. Slaughter, judge." That the said contract was signed in open court and approved by I. B. Slaughter, who was then and there the judge of said county court of Monroe County, on the day aforesaid, who was then and there authorized by law as such judge to approve such contract. That the agreed rate of hire of six dollars per month, together with board, clothing, and lodging during the period covered by said contract, was fair and just compensation for the services of said Ed Rivers and not disproportionate to wages earned by other laborers doing similar work in the community in which said Ed Rivers and this defendant reside, and that this defendant did not demand of said Ed Rivers the performance of any work of a dangerous nature. That said contract was duly recorded in the office of the probate judge of Monroe County, Alabama, within ten days after the conviction of said Rivers.

That this contract was entered into in accordance with the terms and provisions of the statute laws of the State of Alabama,
8 which said laws applicable to such contracts are as follows:

Section 7632 of the Code of Alabama, 1907, which said section is as follows:

"Confession of judgment by defendant for fine and costs: When a fine is assessed, the court may allow the defendant to confess judgment, with good and sufficient sureties for the fine and costs."

Section 7633 of the Code of the State of Alabama, 1907, which said section is as follows:

"Execution issues as in civil cases: Execution may issue for the fine and costs, or any portion thereof remaining unpaid, as in civil cases."

Section 7634 of the Code of the State of Alabama, 1907, which said section is as follows:

"On default in payment of fine and costs, imprisonment or hard labor imposed: If the fine and costs are not paid, or a judgment confessed according to the preceding section, the defendant must either be imprisoned in the county jail, or, at the discretion of the court, sentenced to hard labor for the county as follows: If the fine does not exceed twenty dollars, ten days; if it exceeds twenty and does not exceed fifty dollars, twenty days; if it exceeds fifty and does not exceed one hundred dollars, thirty days; if it exceeds one hundred and does not exceed one hundred and fifty dollars, fifty days; if it exceeds one hundred and fifty and does not exceed two hundred dollars, seventy days; if it exceeds two hundred and does not exceed three hundred dollars, ninety days; and for every additional one hundred dollars or fractional part thereof, twenty-five days."

Section 7635 of the Code of the State of Alabama, 1907, which said section is as follows:

"When additional hard labor imposed for costs, rules in preference to: If on conviction judgment is rendered against the accused that he perform labor for the county, and if the costs are not presently paid or judgment confessed therefor, as provided by law, then the court may impose additional hard labor for the county for such period, not to exceed ten months, as may be sufficient to pay the costs, at the rate of seventy-five cents per day, and the court must determine the time required to work out such costs at that rate; and such convicts must be discharged from the sentence against him for costs on the payment thereof, or any balance due thereon, by the hire of such convicts or otherwise and the certificate of the judge or clerk of the court in which the conviction was had, that the costs, or the residue thereof, after deducting the amount realized from the hire of the convict have been paid or that the hire or labor of the convict, as the case may be, amounts to a sum sufficient to pay the costs, shall be sufficient evidence to authorize such discharge."

Section 6846 of the Code of the State of Alabama, 1907, which said section is as follows:

"Failure of defendant to perform contract with surety confessing judgment for fine and costs: Any defendant, on whom a fine is imposed on conviction for a misdemeanor, who in open court signs a written contract, approved in writing by the judge of the court in which the conviction is had, whereby, in consideration of another becoming his surety on a confession of judgment for the fine and costs, agrees to do any act, or perform any service for such person, and who, after being released on such confession of judgment, fails or refuses without good and sufficient excuse, to be determined by the jury, to do the act, or perform the service, which is such contract he promised or agreed to do or perform, must, on conviction, be fined not less than the amount of the damages which the party contracting with him has suffered by such failure or refusal, and not more than five hundred dollars; and the jury shall assess the amount of such damages but no conviction shall be had under this section, unless it is shown on the trial that such contract was filed for record in the office of the judge of probate in the county in which the confession of judgment was had, within ten days after the day of the execution thereof."

Section 6847 of the Code of the State of Alabama 1907, which said section is as follows:

"Contracts for confession of judgment in municipal courts for fines and costs: Any defendant on whom a fine is imposed by a recorder, on conviction for a misdemeanor or violation of a city ordinance, who, before the recorder or mayor signs a written contract approved in writing by the mayor and recorder, if any, whereby in consideration of another becoming his surety on a confession of judgment for the fine and costs, agrees to do any act or perform any service for such person, and who after being released on such confession of judgment, fails or refuses, without good and sufficient excuse, to be determined by the jury, to do the act or perform the service, which in such contract he promised or agreed to do or perform, shall be guilty of a misdemeanor, and must, on conviction in the Circuit Court or Criminal Court, as provided by law, be punished the same as violations of contracts on confession of judgment in criminal courts of record."

That this defendant complied with all the terms and conditions of the statutes hereinbefore set out, viz, sections 7632, 7633, & 6846, and that the said contract set out in the indictment was entered into in accordance with the terms and conditions of said statutes and in full and complete compliance with all of the provisions thereof; that it is the common custom and practice in the State of Alabama for persons convicted of petit offenses to avail themselves of the humane provisions of the law authorizing such contracts, and permitting them to choose a master who is their friend and neighbor rather than be sentenced to jail or hard labor for the county, and that in making and entering into the said contract the said Rivers

and the said Reynolds violated no laws of the United States of America. That the said Reynolds confessed judgment with the said Rivers and entered into said contract with him at the solicitation and request of the said Rivers in order that he, the said Rivers, might not be forced to go to hard labor for the county, but might remain with his family and friends at or near the plantation of said Reynolds.

That on the 5th day of May, 1910, subsequent to the confession of judgment as aforesaid, an execution issued out of said county court of Monroe County against the said Ed Rivers, J. A. Reynolds, and A. C. Hixon on said confession of judgment under section 7633 of the Code of Alabama above quoted, and was on said date placed in the hands of M. McFountain, sheriff of Monroe County, Alabama, for collection; that on the 26th day of May, 1910, this defendant paid and satisfied said execution for the fine and costs of the conviction of said Rivers, which said fine and costs aggregated, to wit, $58.75; that said payment was made to the said sheriff in all respects as required by law.

10 That after the conviction of the said Rivers and the confession of judgment as aforesaid, and after the issuance of said execution and the payment and satisfaction thereof by this defendant to the sheriff as aforesaid, and after the execution of the contract in open court as aforesaid, said Ed Rivers did work and labor for this defendant in accordance with the terms of the said contract up to and until the 6th day of June, 1910, as set out in the indictment, when the said Rivers, without good and sufficient cause or excuse, and without any mistreatment on the part of this defendant, failed and refused to longer work and labor for this defendant, and then and there announced his intention of leaving this defendant without performing said services agreed to be performed in said contract and without paying to this defendant the money this defendant had been compelled to pay under execution issued on said confession of judgment. Whereupon this defendant did state to the said Rivers that if he, the said Rivers, refused to work and labor for this defendant, in accordance with the terms of the said contract, this defendant would have the said Rivers prosecuted for violating the said court contract without good and sufficient cause for so doing, and by said statement or threat this defendant meant that he would proceed in strict accordance with section 6846 of the Code of Alabama hereinbefore set out; that is to say, that he, this defendant, would, as he had a right to do under the laws of the State of Alabama, make an affidavit before a magistrate or report to a grand jury of the county that the said Rivers had failed and refused without good and sufficient cause to perform the services which in said contract he, the said Rivers, promised and agreed to perform, and which by law he was required to perform as a convict under the custody and control of the defendant by virtue of a statute of the State of Alabama and the judgment and approval of a court of competent jurisdiction in said State. Defendant avers that under the laws of the State of Alabama as here-

inbefore set out he had a perfect right to state to the said Rivers the matters and things above set out, and to state to the said Rivers that if he, the said Rivers, did not comply with the terms and conditions of said contract so made in open court as aforesaid, he, the said defendant, would proceed in accordance with the law of the State above referred to, and that in making this statement or threat to the said Rivers, he, this defendant, violated no law of the United States.

And the defendant further pleads that the facts set out in
11 this plea in bar constitute a method authorized by laws of the State of Alabama for the punishment of crime, that numerous persons who have been convicted of misdemeanors in various courts of the State of Alabama having jurisdiction of such offenses are being held by parties in various counties of the State, who have confessed judgment for them as sureties and paid their fines and costs assessed against such offenders, and entered into voluntary contract with such convicts under the supervision, and with the approval in writing of the presiding judge of the court of conviction, and such persons are being held as convicts and compelled to work out such fines and costs as was done in this instance, and that this defendant in demanding that and attempting to compel the said Rivers to work for him, the said defendant under said contract, to pay said fine and costs, so paid by this defendant as hereinbefore set out, acted as and for the State of Alabama, and was an agent of the State of Alabama for the purpose of inflicting upon the said Rivers the punishment prescribed by the judgment of the court, which had jurisdiction of the criminal cause then pending against the said Rivers.

And this defendant specifically pleads that the said statutes of the State of Alabama, viz, 7632, 7633, & 6846, Code of Alabama, 1907, constitute a complete defense to the second and third counts of the indictment in this cause, because the said statutes provide that parties convicted of a misdemeanor in the State of Alabama may, at their option, when convicted and fined for crime classed as a misdemeanor, and when a judgment has been entered against them for the amount of the fine imposed by the court or jury and the cost of conviction as provided by law, and before other sentence is imposed, procure some friend or acquaintance to confess judgment for them as surety for the payment of said fine and cost. Then the said Ed Rivers availed himself of this privilege allowed him by the said Alabama statutes and procured this defendant to confess judgment with him as aforesaid, as is done in hundreds of cases throughout Alabama where convicts similarly situated are so fortunate as to be able to persuade parties of standing and credit to become their sureties to the State for its violated dignity, and to substitute themselves as their temporary masters and custodians during the period covered by said voluntary court contract in place of the regular jailer or contractor for the county convicts, in whose custody and under whose control are placed convicts sentenced to hard
labor for the county. That the said statutes of Alabama
12 authorize and permit the execution of such contracts as that set out in the second count of the indictment between the said

Rivers and defendant, J. A. Reynolds, when made in open court under the supervision, direction, and control of the trial judge whom such conviction is had, and when such contract is so entered into and approved in writing by said presiding judge the said statutes of Alabama make it a criminal offense against the peace and dignity of the State to violate such contracts by failing or refusing to perform the services agreed therein to be performed, without good and sufficient excuse for such failure or refusal, and the defendant says that he was acting within and under the statutes of the State of Alabama when he instituted the prosecution against the said Rivers by making the affidavit set out in the third count of the indictment. Defendant alleges that said affidavit was made for the purpose of punishing said Rivers for the criminal offense of escaping from the custody and control of defendant to whose custody and control he had been committed for the period covered by the contract by the judgment of a competent court and the execution of said contract. And this defendant alleges that the fact that the said Rivers, if convicted under said affidavit for violating section 6846 of the Code of Alabama, would be fined a sufficient amount to reimburse this defendant for damages suffered by the defendant by reason of the payment by him of said fine and costs, was only an incident to the criminal prosecution as in cases of larceny and kindred offenses under section 7327 of said Code of Alabama, and cases of wanton and malicious injury to animals under section 6230 of said code.

And the said defendant further avers that except as herein traversed, the averments of the indictment are true. Wherefore the defendant prays that he be discharged hence without bail.

WM. L. MARTIN,
*Assistant Attorney General,*
*Attorney for the State of Alabama.*
JNO. MCDUFFIE,
*Attorney for Defendant and State.*
F. W. HARE,
*Attorney for Defendant.*

Filed February 9th, A. D. 1914. Rich'd Jones, clerk.

13 *Demurrers and objections to plea in bar.*

UNITED STATES OF AMERICA:

In the District Court of the United States for the Southern Division of the Southern District of Alabama.

UNITED STATES OF AMERICA
*vs.*
J. A. REYNOLDS. } No. 4086.

Comes the United States of America, by and through Alex D. Pitts, United States attorney for the Southern District of Alabama, and O. D. Street, special assistant to the United States attorney for

the Southern District of Alabama, and says: That conceding for the purposes of testing the sufficiency of the special plea in bar filed by the defendant in this cause, that the facts therein stated are true, yet said plea is insufficient in law in this:

First. Said plea sets up sections 6846, 6847, 7634, and 7635 of the Code of Alabama as a complete defense.

Second. The said plea admits the allegations of the said indictment, and justifies under sections set forth in the first ground of this objection.

Third. That the said plea confesses the averments of the indictment and sets up no sufficient matter in avoidance thereof.

Fourth. The said plea admits all of the allegations of the indictment and yet sets up Alabama State statutes which permit peonage in violation of the laws of the United States.

Fifth. The said plea admits all of the allegations of the indictment and yet sets up Alabama State statutes which are in violation of section 1990 of the Revised Statutes of the United States.

Sixth. The said plea admits all of the allegations of the indictment and yet sets up Alabama State statutes which are in violation of section 5526 of the Revised Statutes of the United States.

Seventh. That the said plea shows that the defendant did hold Ed. Rivers in a condition of peonage.

Eighth. That the said plea shows that the defendant did arrest or aid in the arrest and return of the said Ed Rivers to a condition of peonage.

14 Ninth. That the said plea shows that the defendant did return the said Ed Rivers to a condition of peonage or cause him to be returned thereto.

Tenth. That the facts set up in the said plea show that the defendant did hold the said Ed Rivers in a condition of peonage and justified himself in doing that by setting up State statutes which are in violation of section 1990 of the Revised Statutes of the United States.

Eleventh. That the said plea shows that the defendant did arrest or aid in the arrest and return of the said Ed Rivers to a condition of peonage, and justified himself in doing so by setting up Alabama State statutes which are in violation of section 1990 of the Revised Statutes of the United States.

Twelfth. That the said plea shows that the defendant did return the said Ed Rivers to a condition of peonage or cause him to be returned thereto, and justified himself in so doing by setting up Alabama State statutes which are in violation of section 1990 of the Revised Statutes of the United States.

Thirteenth. That the said plea confesses all of the allegations of the indictment as true, and yet sets up section 6846 of the Code of Alabama in justification, when said section 6846 is violative of article 13 of the amendments to the Constitution of the United States.

Fourteenth. That the averments of the said plea show that the defendant held the said Ed Rivers in involuntary service contrary to

ITED STATES VS. J. A. REYNOLDS. 13

the provisions of artic rticle 13 of the amendments to the Constitution of the United States.

Fifteenth. Further er answering the said plea, comes the United States and says that at the plea admits all of the inferior allegations of the indictment as t true, and justifies the holding of Ed Rivers to service or labor in liq liquidation of a debt or obligation, by virtue of section 6846 of the C Code of Alabama, which is an attempt to estab lish, maintain, or en enforce directly or indirectly the voluntary or involuntary service of of persons or peon.

Sixteenth. This obj question is made to the sufficiency of the plea as an answer to each cou count of the indictment separately.

Wm. D. Upton,
United States Attorney.
Southern District of Alabama.
Clarence D. Simons,
Assistant to the United States Attorney
for the Southern District of Ala.

*Special .*

Filed February 9th, 1914. Robt. Jones, clerk.

15 *Order of submi* mission on demurrers and objections to plea in bar.

Tuesday, February 10th, 1914. Present, honorable Harry T. Toulmin, judge, presiding.

UNITED STATES
*vs.*
J. A. REYNOLDS.

Indictment unde der sec. 5526, R. S., & sec. 269, C. C. U. S.

This case coming on to be heard on the demurrers and objections to the plea in bar file ded by the defendant to the indictment, and the same being argued by the attorneys pro and con, is submitted thereon and taken under consid sideration by the court.

*Opinion.*

District Court of the he United States for the Southern District of Alabama.

UNITED STATES
*v.*
J. A. REYNOLDS.
No. 4086.

On special al plea in bar and objections thereto.

O. D. Street, specia tal asst. U. S. attorney, Birmingham, Ala., for plaintiffs.

Alex. D. Pitts, U. S S. attorney, Mobile, Ala., for plaintiffs.

F. W. Hare, Monroe eville, Ala., for defendant.

John McDuffie, Mon onroeville, Ala., for defendant.

Wm. L. Martin, Mo Montgomery, Ala., Asst. Atty. Genl., for State of Alabama.

TOULMIN, Judge:

This case is submitted on the indictment and a special plea setting up certain facts as those constituting the defense in the case, and reciting in connection therewith certain statutes of the State of Alabama, being sections 6846, 6847, and others, Code Ala., 1907.

The facts averred are substantially the same as those found by the court to exist in the case of the United States v. Broughton, this day decided by this court. The allegations of fact in the two indictments are substantially the same, with the exception that the convict Rivers, on his conviction by the court for failing and refusing to work and labor under the direction of said Reynolds to pay the fine and costs imposed on him for larceny and for which Reynolds was his surety, he was sentenced to pay a fine and costs in the last conviction, and that he confessed judgment with surety for said fine and costs, and then and there agreed to work and labor for said surety to pay said fine and costs. But there is no allegation that said Rivers ever
18 entered upon the performance of said service or did any work or labor as agreed on, or was ever in the custody or under the control of his said surety.

Considering and treating the objections filed by the United States attorney to said plea in bar as demurrers to the same, the court overrules said demurrers.

The court finds on the facts and the law applicable thereto that the defendant is not guilty as charged in the indictment. For a fuller expression of the views of the court in this case I refer to the opinion in United States v. Broughton this day filed.

Filed March 13th, 1914. Richd Jones, clerk.

*Order overruling demurrers to plea in bar.*

Friday, March 13th, 1914. Present, honorable Harry T. Toulmin, judge, presiding.

THE UNITED STATES
*vs.*
J. A. REYNOLDS. } No. 4086.

Indictment under section 5526, R. S., & section 269, C. C.

Charge: Peonage.

This case having been argued and submitted on the demurrers and objections filed by the United States to the special plea in bar filed by the defendant to the indictment, and the same being duly considered by the court, the court is of opinion that said demurrers are not well taken. It is therefore ordered and adjudged by the court that said demurrers and objections be and the same are hereby overruled. Thereupon the United States declared its purpose to stand upon the demurrer to said special plea, and thereupon it is hereby ordered and adjudged that said plea be and the same is hereby sustained.

17 *Assignment of errors.*

In the District Court of the United States for the Southern Division of the Southern District of Alabama.

UNITED STATES OF AMERICA, PLAINTIFF IN ERROR,
vs.
J. A. REYNOLDS, DEFENDANT IN ERROR.

Comes now the United States of America and files the following assignment of error, upon which it will rely upon the prosecution of its writ of error in the above-entitled cause, and says that in each of the matters and things hereinafter assigned there is manifest error to the great prejudice and injury of the plaintiff in error:

1. The said district court committed a manifest error, to the injury of the plaintiff in error, in the decision sustaining the special plea in bar interposed by the defendant in error to the first count of the indictment.

2. The said district court committed a manifest error, to the injury of the plaintiff in error, in the decision sustaining the special plea in bar interposed by the defendant in error to the second count in the indictment.

3. The said district court committed a manifest error, to the injury of the plaintiff in error, in the decision sustaining the special plea in bar interposed by the defendant in error to the third count of the indictment.

4. The said district court committed a manifest error, to the injury of the plaintiff in error, in the said judgment sustaining the special plea in bar interposed by defendant in error to the first count of the indictment.

5. The said district court committed a manifest error, to the injury of the plaintiff in error, in the said judgment sustaining the special plea in bar interposed by the defendant in error to the second count of the indictment.

6. The said district court committed a manifest error, to the injury of the plaintiff in error, in the said judgment sustaining the special plea in bar interposed by the defendant in error to the third count of the indictment.

18 7. The said District Court committed a manifest error in overruling the objections interposed by plaintiff in error to the special plea in bar interposed by the defendant in error, and in deciding that the facts averred in said plea constituted a defense to the offense charged in the first count of the indictment.

8. The said District Court committed a manifest error in overruling the objections interposed by the plaintiff in error to the special plea in bar interposed by defendant in error and in deciding that the facts averred in said plea constituted a defense to the offense charged in the second count of the indictment.

ourt committed a manifest error in overrul-
9. The said District C osed by the plaintiff in error to the special
ing the objections interp dant in error and in deciding that the facts
plea interposed by defen stituted a defense to the offense charged in
averred in said plea co dictment.
the third count of the in
10. That the said Dist trict Court committed a manifest error in
overruling the fifth groun d of objection to the special plea in bar and
in deciding and adjudg g that the facts shown by the first count of
the indictment and by the plea did not constitute the offense of
peonage within the mean ing of section 1990 of the Revised Statutes
of the United States.
11. That the said Dist trict Court committed a manifest error in
overruling the fifth groun d of objection to the special plea in bar and
in deciding and adjudg g that the facts shown by the second count
of the indictment and by the plea did not constitute the offense of
peonage within the mean ing of section 1990 of the Revised Statutes
of the United States.
12. That the said Dist trict Court committed a manifest error in
overruling the fifth groun d of objection to the special plea in bar and
in deciding and adjudg g that the facts shown by the third count
of the indictment and by the plea did not constitute the offense of
peonage within the mean ing of section 1990 of the Revised Statutes
of the United States.
13. That the said Dist trict Court committed a manifest error in
overruling the sixth grou nd of objection to the special plea in bar
and in deciding and adj judging that the facts shown by the first
count of the indictment and by the plea did not constitute the
offense of peonage within the meaning of section 5526 of the Revised
Statutes of the United States.
14. That the said District Court committed a manifest
19 error in overruling the sixth ground of objection to the special
plea in bar and in deciding and adjudging that the facts
shown by the second count of the indictment and by the plea did
not constitute the offense of peonage within the meaning of section
5526 of the Revised Statutes of the United States.
15. That the said District Court committed a manifest error in
overruling the sixth ground of objection to the special plea in bar,
and in deciding and adjudging that the facts shown by the third
count of the indictment, and by the plea, did not constitute the
offense of peonage within the meaning of section 5526 of the Revised
Statutes of the United States.
16. The said District Court committed a manifest error in over-
ruling the seventh ground of objection to the special plea in bar,
and in deciding that the facts shown by the first count of the indict-
ment, and by the plea, did not constitute a holding of the said Ed
Rivers in a condition of peonage within the meaning of section 5526
of the Revised Statutes of the United States.
17. The said District Court committed a manifest error in over-
ruling the seventh ground of objection to the special plea in bar,

and in deciding that the facts shown by the second count of the indictment, and by the plea, did not constitute a holding of the said Ed Rivers in a condition of peonage within the meaning of section 5526 of the Revised Statutes of the United States.

18. The said District Court committed a manifest error in overruling the seventh ground of objection to the special plea in bar, and in deciding that the facts shown by the third count in the indictment, and by the plea, did not constitute a holding of the said Ed Rivers in a condition of peonage within the meaning of section 5526 of the Revised Statutes of the United States.

19. That the said District Court committed a manifest error in overruling the eighth ground of objection to the special plea in bar, and in deciding and adjudging that the facts shown by the first count of the indictment, and by the plea, did not constitute an arresting, or an aiding in the arrest and return of the said Ed Rivers to a condition of peonage within the meaning of section 5526 of the Revised Statutes of the United States.

20. That the said District Court committed a manifest error in overruling the eighth ground of objection to the special plea in bar, and in deciding and adjudging that the facts shown by the second count of the indictment, and by the plea, did not constitute an arresting or an aiding in the arrest and return of the said Ed Rivers to a condition of peonage within the meaning of section 5526 of the Revised Statutes of the United States.

21. That the said District Court committed a manifest error in overruling the eighth ground of objection to the special plea in bar, and in deciding and adjudging that the facts shown by the third count of the indictment, and by the plea, did not constitute an arresting, or an aiding in the arrest and return of the said Ed Rivers to a condition of peonage within the meaning of section 5526 of the Revised Statutes of the United States.

22. That the said District Court committed a manifest error in overruling the ninth ground of objection to the special plea in bar, and in deciding and adjudging that the facts averred in the first count of the indictment, and by the plea, did not constitute the offense of returning the said Ed Rivers to a condition of peonage, or a causing of him to be returned thereto, within the meaning of section 5526 of the Revised Statutes of the United States.

23. That the said District Court committed a manifest error in overruling the ninth ground of objection to the special plea in bar, and in deciding and adjudging that the facts averred in the second count of the indictment, and by the plea, did not constitute the offense of returning the said Ed Rivers to a condition of peonage, or a causing of him to be returned thereto, within the meaning of section 5526 of the Revised Statutes of the United States.

24. That the said District Court committed a manifest error in overruling the ninth ground of objection to the special plea in bar, and in deciding and adjudging that the facts averred in the third

count of the indictment, and by the plea, did not constitute the offense of returning the said Ed Rivers to a condition of peonage, or a causing of him to be returned thereto, within the meaning of section 5526 of the Revised Statutes of the United States.

25. That the said District Court committed a manifest error in overruling each ground of objection to the special p'ea in bar, numbered 10th, 11th, 12th, 13th, 14th, 15th, and 16th, and in deciding and adjudging that the facts shown by the first count of the in-
21 dictment, and by the plea, did not constitute the offense of peonage within the meaning of section 5526 of the Revised Statutes of the United States. The ruling of the court in overruling each of said grounds of objection is separately assigned for error.

26. That the said District Court committed a manifest error in overruling each ground of objection to the special plea in bar, numbered 10th, 11th, 12th, 13th, 14th, 15th, and 16th, and in deciding and adjudging that the facts shown by the second count of the indistment, and by the plea, did not constitute the offense of peonage within the meaning of section 5526 of the Revised Statutes of the United States. The ruling of the court in overruling each of said grounds of objection is separately assigned for error.

27. That the said District Court committed a manifest error in overruling each ground of objection to the special plea in bar, numbered 10th, 11th, 12th, 13th, 14th, 15th, and 16th, and in deciding and adjudging that the facts shown by the third count of the indictment, and by the plea, did not constitute the offense of peonage within the meaning of section 5526 of the Revised Statutes of the United States. The ruling of the court in overruling each of said grounds of objection is separately assigned for error.

Wherefore the United States of America prays that said judgment be reversed and annuled.

ALEX. D. PITTS,
*United States Attorney.*
OLIVER D. STREET,
*Special Assistant.*

Filed March 30th, 1914. Rich'd Jones, clerk.

*Petition for writ of error and allowance by judge.*

In the District Court of the United States for the Southern Division of the Southern District of Alabama.

*To the honorable the judges of the Supreme Court of the United States:*

Comes now the United States of America, by Alex. D. Pitts, United States attorney for the Southern District of Alabama, and O. D. Street, special assistant to the United States attorney for said district, and complains and shows to the court that in the record

and proceedings had in a cause lately pending in said court, wherein the United States of America was plaintiff, and J. A. Reynolds was defendant, and also in the rendition on the 13th day of March,
22 1914, of the judgment in the above-entitled cause, overruling a demurrer interposed by the United States to a special plea in bar interposed by the defendant, manifest error hath happened, to the great damage of the plaintiff therein, as fully appears by the assignments of error hereto attached.

Wherefore, said plaintiff prays for a writ of error from the Supreme Court of the United States to said District Court for the Southern Division of the Southern District of Alabama in said cause, and for such other orders or processes as may be necessary to cause to be corrected by the Supreme Court of the United States the said errors that hath happened, to the prejudice of the plaintiff.

Dated this the 30 day of March, A. D. 1914.

ALEX. D. PITTS,
*United States District Attorney.*
OLIVER D. STREET,
*Special Assistant.*

Allowed on this the 30 day of March, 1914, by—

HARRY T. TOULMIN, *District Judge.*

Filed March 30, 1914. Rich'd Jones, clerk.

*Order allowing U. S. writ of error.*

At a stated term of the District Court of the United States of America for the Southern Division of the Southern District of Alabama, held at the court room in the city of Mobile on the 30th day of March, A. D. 1914.

Present, the Hon. Harry T. Toulmin, district judge.

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| UNITED STATES OF AMERICA *vs.* J. A. REYNOLDS. | Indictment under sec. 5526, R. S., & sec. 269, Criminal Code of U. S. (Peonage.) |

Upon motion of Alex. D. Pitts, United States attorney for the Southern District of Alabama, and O. D. Street, special assistant, who prosecuted in this behalf for the United States of America; and upon filing a petition for a writ of error in favor of the United States in said cause, and an assignment of errors, it is ordered that a writ of error be, and the same is hereby, allowed, to have reviewed in the Supreme Court of the United States the judgment rendered in this cause on the 13th day of March, A. D. 1914.

HARRY T. TOULMIN,
*United States District Judge.*

Filed March 30, 1914, and duly entered. Rich'd Jones, clerk.

23 *Citation.*

UNITED STATES OF AMERICA:

*The President of the United States of America to J. A. Reynolds, Greetings:*

You are hereby cited and admonished to be and appear in the Supreme Court of the United States at Washington, D. C., within thirty days from the date hereof, pursuant to a writ of error sued out and filed in the clerk's office of the District Court of the United States for the Southern Division of the Southern District of Alabama, at Mobile, in criminal case No. 4086, wherein the United States of America is the plaintiff in error and you, the said J. A. Reynolds, are defendant in error, to show cause, if any there be, why the judgment rendered against the United States of America, as in said writ of error mentioned, should not be corrected and full and speedy justice be done to the parties aforesaid in that behalf.

Witness, the honorable Harry T. Toulmin, judge of the District Court of the United States for the Southern District of Alabama, and the seal of said court affixed at Mobile, this 30th day of March, A. D. 1914.

[SEAL.]

HARRY T. TOULMIN,
*United States District Judge,*
*Southern District of Alabama.*

Attest:

RICH'D JONES,
*Clerk of the United States District Court,*
*Southern District of Alabama.*

We hereby accept service of the above citation and acknowledge receipt of a copy thereof this the 30th day of March, A. D. 1914.

JNO. MCDUFFIE,
F. W. HARE,
WM. L. MARTIN,
*Attorneys for Defendant.*

Filed March 30th, 1914. Rich'd Jones, clerk.

24 UNITED STATES OF AMERICA, *ss:*

*The President of the United States, to the honorable judge of the District Court of the United States for the Southern Division of the Southern District of Alabama, Greeting:*

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said District Court, before you, or some of you, between the United States of America, plaintiff, and J. A. Reynolds, defendant, a manifest error hath happened, to the great damage of the said United States of America, as by their complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be

therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the United States Supreme Court, together with this writ, so that you have the same at Washington, D. C., within thirty days from the date hereof, in the said United States Supreme Court, to be then and there held, and the record and proceedings aforesaid being inspected, the said United States Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States should be done.

Witness the honorable Edward D. White, Chief Justice of the Supreme Court of the United States, the 30 day of March, in the year of our Lord, one thousand nine hundred and fourteen.

[SEAL.] RICH'D JONES,
*Clerk of the District Court of the United States*
*for the Southern District of Alabama.*

HARRY T. TOULMIN,
*U. S. District Judge,*
*Southern District of Alabama.*

Filed March 30, 1914. Rich'd Jones, clerk.

25 *Certificate.*

I, Richard Jones, clerk of the District Court of the United States for the Southern District of Alabama, do hereby certify that the foregoing 23 pages numbered 1 to 23 contain a true and correct transcript of the record and proceedings had in said court in criminal case No. 4086, United States versus J. A. Reynolds, and that the same constitutes the return to the writ of error sued out by the United States in said case, which writ of error is page 24 of this transcript.

In testimony whereof, I hereunto set my hand and affix the seal of said court at Mobile, Alabama, this 13th day of April, A. D. 1914.

[SEAL.] RICH'D JONES, *Clerk.*

(Indorsement on cover:) File No., 24214. S. Alabama, D. C. U. S. Term No. 1063. The United States, plaintiff in error, vs. J. A. Reynolds. Filed May 13th, 1914. File No., 24214.